

**CROCS AROUND THE CLOCK SWEEPSTAKES FROM MARTHA STEWART LIVING
AND CROCS, INC.
OFFICIAL RULES**

NO SUBSCRIPTION, PURCHASE OR PINTEREST MEMBERSHIP REQUIRED TO ENTER OR TO RECEIVE A PRIZE. A SUBSCRIPTION, PURCHASE OR PINTEREST MEMBERSHIP DOES NOT INCREASE YOUR CHANCES OF WINNING.

These Official Rules apply for the Crocs Around the Clock Sweepstakes from Martha Stewart Living and Crocs, Inc. ("Prize Provider") promotion ("Sweepstakes") conducted by Martha Stewart Living Omnimedia, Inc., 601 West 26th Street, New York, NY 10001 ("Sponsor") and promoted at www.marthastewart.com/crocs and at www.pinterest.com/ms_living ("Website"). The Sweepstakes will start at 9:00:00 AM Eastern Time ("ET") on April 1, 2013 and will end at 11:59:59 PM ET on May 31, 2013 (hereinafter, "Promotion Period"). By entering this Sweepstakes, you agree to the Terms in these Official Rules.

SWEEPSTAKES ENTRANTS AND PRIZE RECIPIENTS MUST BE BOTH (A) LEGAL RESIDENTS OF ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA, AND (B) WHO HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WITHIN WHICH THEY RESIDE ON THE DATE OF ENTRY TO BE ELIGIBLE. VOID OUTSIDE THE UNITED STATES AND WHERE PROHIBITED BY LAW. SWEEPSTAKES SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. Employees of Sponsor, Prize Provider and each of its respective parent companies, subsidiaries, affiliates, divisions, advertising and promotion (collectively, the "Released Entities"), and their immediate family members regardless of where they reside and/or those living in the same household of any such individual (whether or not related) are not eligible to enter or win.

- 1. TO ENTER:** There are two (2) ways to enter. **To Enter via Pinterest: Step 1:** You must be a member of Pinterest. Membership to Pinterest is free. To become a member of Pinterest, visit pinterest.com to request membership by providing a valid e-mail address. Only one (1) email request per person permitted and Pinterest membership is not guaranteed by Sponsor. Pinterest membership is subject to terms and conditions of use as set forth by Pinterest. **Step 2:** Once established as a Pinterest member, (i) create a Pinterest Board titled "Crocs Around the Clock" (hereinafter, your "Board"), (ii) re-pin a minimum of 1 look from the *Martha Stewart Living* Crocs page located at www.marthastewart.com/crocs to your Board **Step 3:** Submit your entry by emailing the URL address of your Board with "Crocs Around the Clock" in the subject line to crocswsweeps@marthastewart.com. **To Enter via E-Mail:** Send an email containing your name, address, telephone number, and email address to: crocswsweeps@marthastewart.com. Limit one (1) entry per person, household or e-mail address during the Promotion Period. Duplicate or multiple entries or entries that are deemed by the judges to be immoral, obscene, profane, lewd or not keeping with Sponsor's image or in violation of these Official Rules may be disqualified. Your entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain and deliver your name, address and other information for the purpose of fulfilling your prize if you are deemed a prize winner and for other uses by Sponsor as permitted by applicable law. Entries are the property of the Sponsor and will not be acknowledged or returned. All entrants hereby agree that upon submission of their Board, Sponsor shall have an unlimited license to reproduce the Board, and create any derivative works of the Board in perpetuity, and that Sponsor shall have the right to publish in any media whatsoever the Board (including any reproduction or derivative work) and use it in perpetuity, along with the entrant's name, voice, picture and likeness for any lawful purpose, including advertising and promotional purposes, in any medium throughout the world without further compensation. By entering the Sweepstakes, entrant represents that entrant created the Board for his/her entry into this Sweepstakes and acknowledges

that in posting his/her Board on Pinterest, it will be freely accessible to the public. Sponsor is not responsible for lost, late, incomplete, misaddressed, or otherwise misdirected entries that are processed late or incorrectly or are lost due to computer or electronic malfunction or other error. Multiple or duplicate entries will be disqualified. Uses of automated devices are not valid for entry. Any entry that is submitted with the use of an automated device will be void. If you post updates to or receive updates from Pinterest.com via SMS from your wireless phone, your wireless-service provider may charge for each text message sent and received. Please consult your wireless-service provider regarding its pricing plans. All terms and conditions of Pinterest.com apply. **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Pinterest. Any questions regarding this Sweepstakes must be directed to Sponsor and not to Pinterest. By entering the Sweepstakes, each entrant waives, discharges, and releases Pinterest from any and all liability associated with this Sweepstakes. By submitting an entry, you understand that you are submitting your information to Sponsor and not to Pinterest. ALL ENTRIES MUST BE RECEIVED BY 11:59:59 PM ET ON May 31, 2013.**

2. **SELECTION OF WINNERS/RANDOM DRAWING:** Potential prize winners will be selected in a random drawing from among all eligible entries received. The random drawing will be conducted on or about June 10, 2013 by Sponsor's marketing department. Odds of winning depend on the number of eligible entries received. Limit one (1) prize per household.

3.

PRIZES AND THEIR APPROXIMATE RETAIL VALUE ("ARV"): 10 GRAND PRIZES: There will be ten (10) Grand Prize Packages. Each consists of a \$250.00 Crocs gift card and a \$250.00 American Express gift card. Grand prizes have a total ARV of \$500.00 each. **Total ARV of All Prizes: \$5,000.00.** Any difference between the stated ARV of a prize and the actual value of such prize will not be awarded. The ARV of all prizes set forth above represents Sponsor's good faith determination of the retail value thereof, and the actual fair market values, as ultimately determined by Sponsor, are final and binding and cannot be challenged or appealed. All expenses and costs associated with the acceptance and use of prizes are the sole responsibility of the prize winners. Prize winners will be solely responsible for all federal, state and local taxes on prizes. No cash substitution, assignment, or transfer of any prize permitted. In the event a prize is unavailable, Sponsor reserves the right to substitute a prize of equal or greater value. **All terms and conditions of the gift cards apply.**

4. **CLAIMING PRIZES/RELEASES:** Eligibility, age and claims made by potential prize winners are subject to verification. Potential prize winners will be notified by telephone and/or e-mail on or about June 17, 2013. Prize Winners will be sent via U.S. Mail and/or e-mail an affidavit of eligibility and a liability and publicity release (unless prohibited by law), which potential Prize Winners must sign before a notary public and return to Sponsor within ten (10) business days of notification. Sponsor is not obligated to leave voice mail, answering machine or other message. If a prize winner notification is returned as undeliverable, a selected potential prize winner is ineligible, or a selected potential prize winner declines a prize, the prize will be awarded to an alternate potential prize winner in a random drawing from among all remaining eligible entries. Sponsor is not responsible for fraudulent calls or e-mails made to entrants not by the Sponsor. Prize Winners must supply Sponsor with his/her social security number for tax purposes. All prizes will be awarded provided they are properly claimed.

5. **INTERNET:** If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor or the Released Entities which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor, and the Released Entities reserve the right at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Neither the

Sponsor nor any of the Released Entities assumes any responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Neither the Sponsor nor any of the Released Entities are responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor or any of the Released Entities due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. NEITHER SPONSOR NOR ANY OF THE RELEASED ENTITIES ARE RESPONSIBLE FOR INCOMPATIBILITY OF ENTRANT'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY WITH SPONSOR'S OR SUCH RELEASED ENTITY'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR OR AFFECTED RELEASED ENTITY RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity or eligibility of a winner based on an e-mail address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address at time of entry. "Authorized Account Holder" is defined as the natural person 18 years of age or older who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email account associated with the entry.

6. **GENERAL:** By entering this Sweepstakes, entrants and prize winners: (1) agree to be bound by these Official Rules; (2) agree to release Sponsor and the Released Entities from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death arising out of participating in this Sweepstakes, or the acceptance, possession, use or misuse of any prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (3) acknowledge that Sponsor and the Released Entities have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Sponsor may discontinue this Sweepstakes at any time. Sponsor may terminate any Sweepstakes or decide to modify it in any manner that it deems fair and equitable to participants if it becomes aware of any occurrence that would materially affect the Sweepstakes' security and fairness. Sponsor may prohibit individuals from participating in Sweepstakes and disqualify entries if they (1) attempt to enter the Sweepstakes through any means other than as described in these Official Rules, (2) attempt to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules in any way or (3) repeatedly show a disregard for the Sweepstakes Official Rules or act (a) in an unsportsmanlike manner, or (b) with an intent to annoy, abuse, threaten or harass any other entrant or Sponsor. Sponsor's decisions with respect to the Sweepstakes are final.
7. **LIABILITY & RELEASE:** By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor and the Released Entities from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize hereunder, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or death to a person(s) or damage to property which may be result, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or entrants'

receipt, acceptance, use and/or enjoyment of any prize. In no event shall Sponsor or the Released Entities be liable for attorney's fees. Each entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. By accepting the Grand Prizes, Grand Prize Winners (i) accept the inherent degree of risk associated with any service or spa treatment, including personal injury and/or death, (ii) acknowledge that his/her receipt of any service and/or participation in any spa treatment is voluntary, (iii) acknowledge that there are natural factors and occurrences which may impact on or affect the safety of the activities he/she is participating in and that he/she assumes the risk of such factors and occurrences, and (iv) agree that the Sponsor and the Released Entities shall not be in any way responsible for any resulting injury, disfigurement and/or death. The Grand Prize Winners are solely responsible for advising any service provider and spa technician of any skin allergies or other relevant medical conditions. Sponsor and the Released Entities reserve the right to correct typographic, clerical or printing errors in any Sweepstakes materials. Sponsor and the Released Entities are not responsible for any typographical or other error in the printing of this Sweepstakes, the administration of the Sweepstakes or in the announcement of the prize winners, including such error as may give an erroneous indication that a prize has been won. In the event the Sponsor or the Released Entities are prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's or the Released Entities' control (each a "Force Majeure" event) the Sponsor and the Released Entities shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. If the Sponsor or the Released Entities, in their discretion, elect to abbreviate, cancel or terminate the Sweepstakes as a result of a Force Majeure event, the Sponsor and the Released Entities reserve the right, but shall have no obligation, to award the prizes from among all valid and eligible entries received up to the time of such Force Majeure event.

8. **USE OF INFORMATION:** The information that entrants provide in connection with the Sweepstakes may be used for Sponsor's internal purposes and to send entrants information about Sponsor's products and special promotions but will not be provided to other third parties, except as necessary for the administration of the Sweepstakes or as required by law or legal process. Entry constitutes permission to post winners' names on Website and to use each winner's name, hometown and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law. For additional information about Sponsor's Privacy Policy go to: <http://www.marthastewart.com/privacy-policy>.
9. **WINNERS LIST/OFFICIAL RULES:** To obtain the names of the prize winners (available after June 10, 2013) or a copy of the Official Rules, send a self-addressed, stamped #10 envelope to: Martha Stewart Living Crocs Around the Clock Sweepstakes, Consumer Marketing, 601 W. 26th St. 9th Floor, New York, NY 10001. Please specify "Official Rules" or "Winners List". VT residents do not need to affix return postage.
10. **HAVE A QUESTION?** Visit our website and email us at www.marthastewart.com or write us at Martha Stewart Living Omnimedia, Inc., Consumer Marketing, 601 West 26th Street, New York, NY 10001.

NATURE OF SPONSOR'S BUSINESS: Media and Merchandising.

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